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UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA, WESTERN DIVISION

AYAD MIRJAN,
Plaintiff,
vs.
BANK OF AMERICA, N.A.,
Defendant.

Case No. 2:23-cv-05343-DSF-PVCx
**STIPULATED PROTECTIVE
ORDER FOR THE PRODUCTION
AND EXCHANGE OF
CONFIDENTIAL INFORMATION**

1 **[PROPOSED] STIPULATED PROTECTIVE ORDER**

2 This matter comes before the Court by stipulation of plaintiff Ayad Mirjan
3 (“Plaintiff”), and defendant Bank of America, N.A. (“Defendants”), for the entry of
4 a protective order limiting the review, copying, dissemination and filing of
5 confidential and/or proprietary documents and information to be produced by either
6 Plaintiff or Defendant (each a “Party” and collectively “Parties”) and their
7 respective counsel or by any non-party in the course of discovery in this matter to
8 the extent set forth below (the “Stipulation and Order”); and the parties, by, between
9 and among their respective counsel, having stipulated and agreed to the terms set
10 forth herein, and good cause having been shown;

11 **IT IS HEREBY ORDERED THAT:**

12 1. **Purpose.** A Receiving Party may use Protected Material, as defined
13 below, that is disclosed or produced by another Party or by a non-party in
14 connection with this case only for prosecuting, defending, or attempting to settle this
15 litigation (*Ayad Mirjan v. Bank of America, N.A.*). Such Protected Material may
16 be disclosed only to the categories of persons and under the conditions described in
17 this Protective Order.

18 2. **Definitions.** As used herein:

19 (a) “Confidential Information” shall mean all Discovery Material, and all
20 information contained therein, and other information designated as
21 “CONFIDENTIAL,” or “HIGHLY CONFIDENTIAL,” to the extent that the Party
22 or non-party designating the Discovery Material as “CONFIDENTIAL,” or
23 “HIGHLY CONFIDENTIAL,” in good faith reasonably believes that such
24 Discovery Material contains non-public information, confidential information, trade
25 secrets, proprietary business information, competitively or commercially sensitive
26 information, nonpublic personal information within the meaning of the Gramm-
27 Leach-Bliley Act (15 U.S.C. § 6801) or similar applicable federal, state or local
28 privacy protective laws and/or “consumer reports” within the meaning of the Fair

1 Credit Reporting Act (15 U.S.C. § 1681a) (collectively, the “Acts”), or other
2 information, the disclosure of which would, in the good faith judgment of the
3 Producing Party (defined below) be detrimental to the conduct of that Party’s
4 business or the business of any of the Party’s customers or clients, as well as any
5 information copied or extracted therefrom, plus testimony, conversations, or
6 presentations by Parties or counsel to or in court or in other settings that might
7 reveal Confidential Information.

8 (b) “Producing Party” shall mean the Party or non-party producing
9 Confidential Information in connection with this Litigation, including in
10 depositions, document productions or otherwise, or the Party or non-party asserting
11 the confidentiality of such material.

12 (c) “Receiving Party” shall mean the Party or non-party receiving
13 Confidential Information in connection with this Litigation, including in
14 depositions, document productions or otherwise.

15 (d) “Protected Material” means any Discovery Material that is designated
16 as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL,” as provided for in this
17 Order, as well as any information copied or extracted therefrom, as well as all
18 copies, excerpts, summaries, or compilations thereof, plus testimony, conversations,
19 or presentations by the Parties or their counsel in Court or in any other setting that
20 might reveal such information. Protected Material shall not include materials that
21 show on their face they have been disseminated to the public by the designating
22 party.

23 3. Scope.

24 (a) Discovery Material shall be used solely for the purposes of this
25 Litigation, including its prosecution, defense, resolution or settlement, and shall not
26 be used for any purpose whatsoever outside the context of this Litigation. Nothing in
27 this Stipulation and Order relieves the Parties from any obligation in existence prior
28 to the entry of this Stipulation and Order to maintain the confidentiality of

1 documents, information, and communications previously provided or to be provided
2 to the Parties in connection with this Litigation.

3 (b) This Stipulation and Order has no affect upon, and shall not apply to,
4 the Parties' use of their own Confidential Information for any purpose. Nothing
5 herein shall impose any restriction on the use or disclosure by a Party of documents,
6 materials or information designated as Confidential Information that has been
7 obtained lawfully by such party independently of the proceedings in this Litigation.

8 4. **Non-Disclosure.** This Stipulation and Order is applicable to the Parties
9 and any non-parties who use the provisions of the Stipulation and Order by
10 designating Discovery Material as "CONFIDENTIAL," or "HIGHLY
11 CONFIDENTIAL," and the representatives, experts and employees of the Parties or
12 non-parties. This Stipulation and Order shall not be used, in any manner or form,
13 direct or indirect, as evidence in any trial or any hearing, or referred to in any trial or
14 any hearing, save and except a hearing that involves issues related to the
15 enforcement or interpretation of any provision of this Stipulation and Order.

16 5. **Designation of Confidential Information.**

17 (a) Any Producing Party may designate Discovery Material as
18 "confidential," by affixing the notation "CONFIDENTIAL" on the document,
19 making a statement on the record of a deposition as to the portions of the deposition
20 to be designated as confidential, providing written communication to the respective
21 undersigned counsel for the parties hereto, or by other appropriate means. Any
22 Producing Party may, in the alternative, designate Discovery Material as "highly
23 confidential" by affixing the notation "HIGHLY CONFIDENTIAL" on the
24 document, making a statement on the record of a deposition as to the portions of the
25 deposition to be designated highly confidential, providing written communication to
26 the respective undersigned counsel for the parties hereto, or by other appropriate
27 means. Any summary, compilation or copy of Discovery Material that has been
28 designated as Confidential Information shall be treated the same as the underlying

1 document or thing as provided by this Stipulation and Order. The designation shall,
2 wherever practicable, be made before or at the time of production or disclosure,
3 except in the case of depositions, which shall be designated as set forth in subsection
4 (b) of this paragraph.

5 (b) All depositions and transcripts of any testimony given at a deposition
6 shall presumptively be treated as Confidential Information and subject to this
7 Stipulation and Order during the deposition and for a period of thirty (30) days after
8 a transcript of said deposition is received by counsel for each of the Parties. At or
9 before the end of such thirty (30) day period, the deposition, or pages thereof, may
10 be designated as Confidential Information by any Party. If any deposition or pretrial
11 testimony is designated as Confidential Information, the Producing Party shall direct
12 the court reporter to affix an appropriate confidentiality legend to the deposition
13 transcript's first page and all portions of the transcript containing Confidential
14 Information. Any Party may challenge the designation by following the procedure
15 set forth in Paragraph 8 below.

16 6. **Designation of Highly Confidential Information.** A Producing Party
17 may also designate Discovery Material as "Highly Confidential Information." This
18 designation shall signify that (i) at the time of the designation the Discovery
19 Material contains or constitutes trade secrets or confidential business or financial
20 information, (ii) there is a substantial and imminent risk that absent such
21 designation, its receipt by the Receiving Party could cause competitive and/or
22 economic harm to the Producing Party, and (iii) such Discovery Material would not
23 otherwise be adequately protected under the procedures set forth herein for
24 "Confidential Information." The provisions of this Stipulation and Order, including
25 all usage, dissemination, and disclosure limitations, shall be applicable to "Highly
26 Confidential Information" in the same manner as "Confidential Information," except
27 that notwithstanding any other provision of this Stipulation and Order, no disclosure
28 of Highly Confidential Information may be made to any persons other than (1) a

1 Party's in-house and external counsel and the paralegals and support personnel
2 working for such counsel, (2) experts retained by a Party or a Party's external
3 counsel, and (2) the Court and Court personnel, if filed in accordance with
4 paragraph 13 hereof. Disclosure to in-house counsel shall be limited to in-house
5 counsel providing legal advice in connection with this Litigation, and Highly
6 Confidential Information may not be disclosed to any other officers, directors,
7 employees, or agents of a Party, including other in-house counsel. Nothing in this
8 paragraph shall preclude counsel from giving advice to his or her client in this
9 Litigation that includes a general evaluation of Highly Confidential Information,
10 provided that counsel shall not disclose the contents of any Highly Confidential
11 Information contrary to the terms of this Stipulation and Order.

12 7. **Procedure for Handling Legal Demands for Confidential**
13 **Information.**

14 (a) If a Receiving Party is served with a subpoena, document demand or
15 other request under applicable federal or state law (collectively, a "Demand"), and
16 the Discovery Material sought by the Demand was produced or designated as
17 Confidential Information by someone other than the Receiving Party, the Receiving
18 Party shall give written notice by electronic transmission, within five (5) business
19 days of receipt of such Demand, to the Producing Party who produced or designated
20 the material as Confidential Information.

21 (b) The Receiving Party shall not produce any of the Producing Party's
22 Confidential Information, unless otherwise Court-ordered or required by law, for a
23 period of at least ten (10) business days after providing the required notice to the
24 Producing Party.

25 (c) If, within ten (10) business days of receiving such notice, the Producing
26 Party gives notice to the Receiving Party subject to the Demand that the Producing
27 Party opposes production of its Confidential Information, the Receiving Party shall
28 object to the Demand, citing this Stipulation and Order, and shall not thereafter

1 produce such Confidential Information, except as Court-ordered or required by law.
2 The Producing Party shall be responsible for pursuing any objection to the requested
3 production, including moving to quash the Demand and/or seeking an additional
4 protective order. The Receiving Party agrees to cooperate with the Producing Party
5 in resisting the Demand.

6 (d) Nothing herein shall be construed as requiring the Receiving Party or
7 anyone else covered by this Stipulation and Order to challenge or appeal any order
8 requiring production of Confidential Information covered by this Stipulation and
9 Order, or to subject the Receiving Party to any penalties for non-compliance with
10 any legal process or order for failure to comply with a Demand, or to seek any relief
11 from this Court in connection with obligations imposed by a Demand.

12 (e) In the event that Confidential Information is produced to an entity that
13 is not bound by this Stipulation and Order in response to a Demand, the Parties to
14 this Stipulation and Order shall continue to treat such Discovery Material in
15 accordance with the designation as Confidential Information.

16 **8. Challenges to the “CONFIDENTIAL” Designation.**

17 (a) **Meet and Confer.** A Party that elects to initiate a challenge to a
18 Producing Party's “CONFIDENTIAL” designation must do so in good-faith and
19 must begin the process by conferring directly with counsel for the Producing Party
20 pursuant to the Federal Rules of Civil Procedure and any other applicable local or
21 court rules. In conferring, the challenging Party must explain the basis for its belief
22 that the “CONFIDENTIAL” designation was not proper and must give the
23 Producing Party an opportunity to review the designated material, to reconsider the
24 circumstances, and, if no change in designation is offered, to explain the basis for
25 the chosen designation. A challenging Party may proceed to the next stage of the
26 challenge process only if the challenging party has engaged in this meet and confer
27 process first.

28 (b) **Judicial Intervention.** A Party that elects to press a challenge to a

1 “CONFIDENTIAL” designation after considering the justification offered by the
2 Producing Party may file and serve a motion pursuant to the Federal Rules of Civil
3 Procedure and any other applicable local or court rules, as well as the procedures
4 governing the filing of Confidential Information with the Court (set forth below)
5 that generally identifies the challenged material and sets forth in detail the basis for
6 the challenge.

7 **9. Subpoenas and Legal Demands for Confidential Information Non-**
8 **Parties.** All documents called for in a Demand that is served by a Party to a non-
9 party, and all documents that are otherwise produced by a non-party without any
10 Demand, shall be presumed designated as “CONFIDENTIAL” pursuant to this
11 Stipulation and Order and treated as such, unless otherwise agreed by the Parties or
12 ordered by the Court. The presumption and any designation by a non-party pursuant
13 to this paragraph expires thirty (30) days after all Parties have received the third-
14 party production unless, within that time, a Party designates the documents pursuant
15 to this Stipulation and Order.

16 **10. Failure to Designate Discovery Materials as Confidential**
17 **Information.** The unintentional failure by a Producing Party to designate Discovery
18 Material with the correct “CONFIDENTIAL” designation shall not waive any such
19 designation. If the Producing Party notifies all Receiving Parties of an unintentional
20 failure to designate materials as “CONFIDENTIAL,” the Producing Party shall
21 reproduce the Discovery Material with the correct “CONFIDENTIAL” designation
22 within ten (10) business days of the Producing Party’s notification to the Receiving
23 Party. Upon receiving the Discovery Material with the correct “CONFIDENTIAL”
24 designation, the Receiving Parties shall destroy all Discovery Material that was
25 identified as incorrectly designated. A Receiving Party shall not be in breach of this
26 Stipulation and Order for any use of such unintentionally non-designated or
27 inadvertently mis-designated Discovery Material before the Receiving Party
28 receives notice of the inadvertent failure to designate. Once a Receiving Party has

1 received notice of the unintentional failure to designate pursuant to this provision,
2 the Receiving Party shall treat such Discovery Material at the appropriately
3 designated level pursuant to the terms of this Stipulation and Order.

4 **11. Use or Disclosure of Confidential Information.** Except with the prior
5 written consent of the Producing Party, or by Order of the Court, no person or entity
6 may use, disclose or permit the use or disclosure of and Discovery Material
7 designated “CONFIDENTIAL” to any person or entity other than the following:

8 a. The Court and Court personnel, including a Jury or any Jurors in this
9 Litigation;

10 b. Counsel to the Parties in this action, in-house attorneys of the Parties,
11 and all outside attorneys retained by the Parties to consult on this Litigation, and
12 their respective partners, associates, clerks, legal assistants, stenographic and
13 support personnel, and vendors retained by such attorneys to provide litigation
14 support services in this litigation, who are directly assisting such counsel in the
15 conduct of this Litigation, are under the supervision or control of such counsel, and
16 who have been advised by such counsel of their obligations hereunder;

17 c. Personnel of Plaintiffs or Defendants actually engaged in assisting
18 counsel in the conduct of this Litigation and who have been advised of their
19 obligations hereunder;

20 d. Former personnel of Plaintiffs or Defendants actually engaged in
21 assisting counsel in the conduct of this Litigation, and the counsel for said former
22 personnel, provided that before any Confidential Information is disclosed, the
23 disclosing Party shall request that former personnel and their counsel, if applicable,
24 execute a written agreement, in the form attached as Exhibit A hereto (the
25 “Confidentiality Undertaking”), to comply with and be bound by the Stipulation and
26 Order’s terms. If the former personnel or their counsel refuse to execute the
27 Confidentiality Undertaking, then they shall not be furnished with Confidential
28 Information;

1 e. Any person indicated on the face of a document to be the author,
2 addressee, or a copy recipient of the document, or as to whom there has been
3 deposition or trial testimony that the person was the author or a recipient of the
4 document, provided that the only Confidential Information that may be furnished,
5 shown, or disclosed to said person shall be the documents for which there is
6 evidence that said person was the author or a recipient;

7 f. Deposition and trial witnesses, and attorneys for witnesses, in this
8 action to whom disclosure is reasonably necessary provided: (1) the deposing party
9 requests that the witness sign the form attached as Exhibit A hereto; and (2) they
10 will not be permitted to keep any Protected Material unless they sign a copy of
11 Exhibit A, unless otherwise agreed by the Producing Party or ordered by the court;

12 g. Experts (and their necessary support personnel) retained by, or at the
13 direction of, counsel for a Party for the purpose of advising and assisting such
14 counsel in the trial, settlement, or resolution of this Litigation; provided, however,
15 that such expert or consultant has agreed to be bound by the provisions of the
16 Protective Order by signing a copy of Exhibit A.

17 h. Court reporters and supporting stenographic, videographic, and clerical
18 personnel taking testimony in connection with this Litigation;

19 i. A vendor hired by a party to collect documents, host data, maintain a
20 database of electronic data or perform other work related to the collection, review or
21 production of documents in the case, if the vendor's employees having access to the
22 data or documents sign the certificate attached as Exhibit A.

23 j. Any mediator who is assigned to hear this matter, and his or her staff,
24 subject to their agreement to maintain confidentiality to the same degree as required
25 by this Protective Order; and

26 k. Any other person agreed to by the parties.

27 12. **Disclosures of Confidential Information to Experts.** Before any
28 disclosure of Confidential Information is made to an expert witness or consultant

1 pursuant to paragraph 11(g) hereof, counsel for the Receiving Party shall obtain a
2 Confidentiality Undertaking signed by the expert or consultant, in the form of
3 Exhibit A attached hereto. Counsel for the Receiving Party obtaining the
4 Confidentiality Undertaking shall supply a copy to counsel for the other Party at the
5 time of the disclosure, except that any Confidentiality Undertaking signed by an
6 expert or consultant who the Receiving Party, in good faith, reasonably does not
7 expect to call as a witness at trial does not need to be disclosed.

8 **13. Filing of Confidential Information with the Court.**

9 (a) As applied to documents, materials or other papers filed with the Court
10 that have been designated “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL,”
11 the parties shall seal such documents (or any portion thereof), by following the
12 protocols for electronic filings in this District. If a Party believes that material has
13 been designated as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL” and
14 cannot or should not be sealed, pursuant to the protocols and rules in this District,
15 then the Party wishing to file the materials shall particularly identify the documents
16 or information that it wishes to file to the Producing Party, in writing. The Parties
17 will then meet and confer, in a good faith effort to resolve the dispute. Failing
18 agreement, the Party wishing to file the materials must request a ruling from the
19 Court on whether the Discovery Material in question must be submitted under seal.
20 The Producing Party shall have the burden of justifying that the materials must be
21 submitted under seal. Absent written permission from the Producing Party or a
22 court Order denying a motion to seal, a Receiving Party may not file in the public
23 record any Protected Material.

24 (b) The use of Protected Material during the pre-trial hearing shall be
25 determined by agreement of the parties or by Order of the Court.

26 **14. Unintentional Production of Privileged Documents.**

27 (a) A Producing Party’s disclosure of information or documents that are
28 protected from disclosure by the attorney-client privilege, the attorney work product

1 doctrine, the Bank Examiner Privilege or any other privilege, immunity, or
2 prohibition on disclosure ("Privileged Documents"), shall not constitute a waiver
3 with respect to such Privileged Documents or generally of such privilege, immunity
4 or prohibition, provided that the Producing Party notifies the Receiving Party, in
5 writing, of the production after its discovery of the same. The Producing Party must
6 specifically and individually identify the Privileged Documents which it
7 unintentionally produced to the Receiving Party. Upon written notification of the
8 production of privileged materials (hereafter referred to as "Identified Materials") by
9 the Producing Party, the Receiving Party shall return, destroy, or delete the
10 Identified Materials as requested by the Producing Party. If the Receiving Party has
11 any notes or other work product reflecting the contents of the Identified Materials,
12 the Receiving Party will not review or use those materials unless a court later
13 designates the Identified Materials as not privileged or protected.

14 (i) The Identified Materials shall be deleted from any systems used
15 to house the documents, including document review databases, e-rooms and any
16 other location that stores the documents.

17 (ii) The contents of the Identified Materials shall not be disclosed to
18 anyone who was not already aware of the contents of them before the notice was
19 made.

20 (iii) The Receiving Party may make no use of the Identified Materials
21 during any aspect of this matter or any other matter, including in depositions or at
22 trial, unless the documents are later designated by a court as not privileged or
23 protected.

24 (iv) The Party returning the Identified Materials may move the Court
25 for an order compelling production of some or all of the material returned or
26 destroyed, but the basis for such a motion may not be the fact or circumstances of
27 the production.

28 (v) If any receiving party is in receipt of a document from a

1 producing party which the receiving party has reason to believe is privileged, the
2 receiving party shall in good faith take reasonable steps to promptly notify the
3 producing party of the production of that document so that the producing party may
4 make a determination of whether it wishes to have the documents returned or
5 destroyed pursuant to this Stipulated Protective Order.

6 (c) This Stipulation and Order does not constitute a concession by any
7 party that any documents are subject to protection by the attorney-client privilege,
8 the work product doctrine or any other potentially applicable privilege or prohibition
9 on production. This agreement also is not intended to waive or limit in any way
10 either party's right to contest any privilege claims that may be asserted with respect
11 to any of the documents produced except to the extent stated in the Stipulation and
12 Order.

13 15. **Remedies for Breach.** The Parties agree that they would not have an
14 adequate remedy at law in the event that a court of competent jurisdiction
15 determines that there is an actual or threatened breach of this Stipulation and Order
16 by any Party and agree that under such circumstances the Parties will be entitled to
17 specific performance and/or injunctive relief to enforce the terms hereof, in addition
18 to any remedy to which they may be entitled at law or in equity.

19 16. **Jurisdiction and Venue.** The United States District Court for the
20 Southern District of California is responsible for the interpretation and enforcement
21 of this Stipulation and Order and all disputes concerning any documents, however
22 designated, produced under the protection of this Stipulation and Order.

23 17. **Shipping Protected Material.** When any Receiving Party ships any
24 Discovery Material to others designated in this Order as authorized to receive
25 Discovery Material, the Receiving Party will encrypt any electronic data (if the
26 Discovery Material is in that format) and supply the password in separate
27 correspondence to the recipient. If the Discovery Material is in hard copy/paper
28 form, the Receiving Party will ship the Discovery Material using secure packaging

1 tape via Federal Express or UPS and retain a tracking number for the materials. If
2 the Receiving party learns at any time that Discovery Material may have been
3 retrieved or viewed by unauthorized parties during shipment, it will immediately
4 notify the Producing Party and take all reasonable measures to retrieve the
5 improperly disclosed Discovery Material.

6 18. **Joinder of Additional Parties.** In the event that additional parties join
7 or are joined in this Litigation, they shall not have access to Confidential
8 Information until the newly joined party, by its counsel, has executed and filed with
9 the Court the newly joined Party's agreement to be fully bound by this Stipulation
10 and order.

11 19. **Effective Date of Stipulation.** The parties agree to be bound by the
12 terms of this Stipulation and Order pending the entry by the Court of this Stipulation
13 and Order, and any violation of its terms shall be subject to the same penalties and
14 sanctions, as if this Stipulation and Order had been entered by the Court.

15 20. **Modifications, Waivers and/or Amendments to this Stipulation and**
16 **Order.** This Stipulation and Order may be changed by further order of this Court
17 and is without prejudice to the right of a Party to move for relief from any of its
18 provisions, or to seek or agree to different or additional protection for any particular
19 material or information. All modifications of, waivers of, and amendments to this
20 Stipulation and Order must be in writing and signed by, or on behalf of, the Parties.

21 21. **Conclusion of Litigation.**

22 (a) This stipulation and Order shall continue to be binding after the
23 conclusion of this litigation, except that (a) there shall be no restriction on
24 documents that are used as exhibits in Court (unless such exhibits were filed under
25 seal); and (b) that a Party may seek the written permission of the Producing Party or
26 further order of the Court with respect to dissolution or modification of the
27 Stipulation and Order.

28 (b) Within sixty (60) days after the final termination of this Litigation by

1 settlement or exhaustion of all appeals, all Confidential Information produced or
2 designated and all reproductions thereof, shall be returned to the Producing Party or
3 shall be destroyed, at the option of the Receiving Party, including copies of
4 electronic documents maintained in databases or other electronic locations. In the
5 event the physical objects and documents are to be destroyed, the Receiving Party
6 shall certify in writing within sixty (60) days of the final termination of this
7 Litigation that it has undertaken its best efforts to destroy such physical objects and
8 documents, and that such physical objects and documents have been destroyed to
9 the best of its knowledge.

10 (c) Notwithstanding anything to the contrary, counsel of record for the
11 Parties may retain copies of documents constituting work-product, copies of
12 pleadings, motion papers, discovery responses, deposition transcripts and deposition
13 and trial exhibits. To the extent that persons retain documents containing
14 Confidential Information upon the final termination of this Litigation, said persons
15 shall certify in writing within sixty (60) days of the final termination of this
16 Litigation that they will maintain the confidentiality of this Confidential Information
17 in accordance with the terms of this Stipulation and Order. Nothing in this
18 paragraph shall be construed to require a Receiving Party to destroy Confidential
19 Information retained on back-up tapes or to require the Receiving Party to take
20 unreasonably expensive or burdensome measures to effectuate the destruction of
21 Confidential Information.

22 **GOOD CAUSE HAVING BEEN SHOWN BY THE PARTIES'**
23 **STIPULATION, IT IS SO ORDERED.**

24
25 Dated: January 3, 2024



26 HON. PEDRO V. CASTILLO
27 UNITED STATES MAGISTRATE JUDGE
28

EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, _____ [print or type full
name], of _____ [print or type full
address], declare under penalty of perjury under the laws of the State of California
and of the United States that I have read in its entirety and understand the foregoing
Stipulated Protective Order entered in the case captioned, *AYAD MIRJAN, Plaintiff,*
vs. BANK OF AMERICA, N.A., Defendant, Case No. 2:23-cv-05343-DSF-PVC.

I agree to comply with and to be bound by all the terms of this Stipulation and
I understand and acknowledge that failure to so comply could expose me to
sanctions and punishment in the nature of contempt. I solemnly promise that I will
not disclose in any manner any information or item that is subject to this Stipulation
to any person or entity except in strict compliance with the provisions of this
Stipulation.

Date: _____

City and State where signed: _____

Printed Name: _____

Signature: _____